

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ROSIE RIVERA-CROUTHER

Plaintiff,

v.

NATIONWIDE COLLECTIONS, INC.,

Defendant.

FIRST AMENDED COMPLAINT

Civil Action No. 08-cv-2683

Judge Holderman

Magistrate Judge Keys

JURY TRIAL DEMANDED

FIRST AMENDED COMPLAINT

I. INTRODUCTION

1. This action is brought by Plaintiff Rosie Rivera-Crouther for statutory damages against Defendant Nationwide Collections, Inc. for violations of the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 et seq. (hereinafter referred to as "FDCPA"), which prohibits debt collectors from engaging in abusive, deceptive, and unfair practices, and the Florida Consumer Collection Practices Act, Fla. Stat. §§ 559.55 et seq. ("FCCPA").

II. JURISDICTION

2. Jurisdiction of this court arises under 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1331. Supplemental jurisdiction over the state law claim is available pursuant to 28 U.S.C. § 1367. Venue is proper in this district as all relevant events took place here.

III. PARTIES

3. Plaintiff Rosie Rivera-Crouther is an individual who resides in Aurora, Illinois.

4. Ms. Rivera-Crouther is a consumer as defined by the FDCPA, 15 U.S.C. §

1692a(3).

5. Defendant Nationwide Collections, Inc. ("Nationwide") is a corporation organized under the laws of the State of Florida with a principal address at 805 Virginia Avenue, Suite 1, Fort Pierce, Florida 34982.

6. Nationwide is engaged in the collection of debts from Illinois consumers using the mail and telephone.

7. Nationwide regularly attempts to collect consumer debts alleged to be due to another.

8. Nationwide was and is a "debt collector" as defined by the FDCPA, 15 U.S.C. §1692a(6).

IV. FACTUAL ALLEGATIONS

9. On or about January 31, 2008, Nationwide arranged for the preparation and transmittal of a letter to Ms. Rivera-Crouther at her residence in an attempt to collect a debt. Nationwide's January 31, 2008, correspondence to Ms. Rivera-Crouther is attached hereto as Exhibit A.

10. Exhibit A contains,

Dear ROSIE,

Debt of \$ 16.94 originally owed to Columbia House, account number 50309207798

We are a debt collection agency. **We now own the above debt** originally owed by you to Columbia House. **UNLESS WE RECEIVE PAYMENT, WE ARE READY TO CONSIDER THE ISSUE OF LEGAL PROCEEDINGS IN THE COUNTY COURT.** Any court judgment could then make it difficult for you to obtain future credit. You might also have to pay additional legal

costs. Such a judgment could also **go on your credit report, affecting your ability to get credit, buy a home or a car. This default has not yet been reported to the Credit Reference Bureaus.**

In your own interest, **make payment in good time.** Send it with this letter (sign and date the section at the bottom) **in the reply paid envelope enclosed, so that any legal action can be prevented.** Payment must be made to ‘**Nationwide Collections, Inc.**’ and you should quote the record number **C1/1750108** - see above and below for payment options:

Yours sincerely,

Tom Lincoln

LITIGATION MANAGER

(Emphasis in original).

11. Exhibit A contains, below the above-quoted text, the validation notice pursuant to 15 U.S.C. § 1692g(a).

12. After the validation notice, Exhibit A states, “As the creditor’s agent, we have made every effort to verify the basis of the claim.”

13. Exhibit A then contains:

1. Paying by check or money order: complete and return in the prepaid envelope we have provided.

I enclose my payment of \$ **16.94** to Nationwide Collections, Inc.
Please prevent any legal action.

Signature _____ Date _____

ROSIE RIVERA

LEGAL SECTION USE ONLY: REF: C1/1750108 RECD: \$ 16.94

(Emphasis in original).

14. Exhibit A also contains:

3. Paying by cash: Just take this letter, with \$ 16.94 in cash to any Wal-Mart and pay through MoneyGram, WAL-MART MoneyGram receive code: 3370, Customer account number: C1/1750108, Nationwide Collections, Inc., Fort Pierce, FL

15. The use of the MoneyGram service at Wal-Mart requires a fee in addition to the principal amount sent.

16. Exhibit A does not disclose that a fee in addition to the \$16.94 principal will be incurred by Ms. Rivera-Crouther if she uses the MoneyGram service at Wal-Mart.

17. Exhibit A was the initial communication from Nationwide to Ms. Rivera-Crouther.

18. Ms. Rivera-Crouther has never had an account with Columbia House.

19. In response to receiving Exhibit A, Ms. Rivera-Crouther called Nationwide.

20. On February 9, 2008, Ms. Rivera-Crouther called Nationwide several times without being connected to a live person.

21. On February 11, 2008, a female employee of Nationwide (“Nationwide Employee”) returned Ms. Rivera-Crouther’s calls.

22. Ms. Rivera-Crouther asked why the bill was sent to her since she did not have a Columbia House account.

23. Nationwide Employee stated that Ms. Rivera-Crouther had made previous payments on the account.

24. Ms. Rivera-Crouther denied making any payments on the account.

25. Nationwide Employee asked Ms. Rivera-Crouther if she had lived at 1619 Country Lakes Drive. Ms. Rivera-Crouther stated that she did four to five years ago.

26. Ms. Rivera-Crouther stated that she would not pay this alleged debt.

27. Nationwide Employee stated that Ms. Rivera-Crouther could do as she pleases.

28. Nationwide Employee stated that she would make a note that Ms. Rivera-Crouther

denied payment.

29. The alleged debt was allegedly incurred for personal, family, or household purposes, *i.e.*, personal purchases of entertainment media, compact discs, or digital video discs.

30. Ms. Rivera-Crouther has not paid this alleged debt.

31. As of the date this Complaint is filed, Nationwide has not initiated legal proceedings against Ms. Rivera-Crouther.

32. Upon information and belief, Nationwide does not sue consumers in DuPage County, Illinois.

33. Upon information and belief, Nationwide does not sue consumers for debts in the amount of \$16.94 or less.

34. Upon information and belief, Nationwide did not intend to initiate legal proceedings or legal action against Ms. Rivera-Crouther regarding this debt.

V. COUNT ONE – FAIR DEBT COLLECTION PRACTICES ACT

35. Plaintiff repeats, realleges, and incorporates by reference the foregoing paragraphs.

36. Defendant's violations of the FDCPA include, but are not limited to:

- A. using any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer in violation of 15 U.S.C. §§ 1692e and e(10);
- B. creating a false sense of urgency in violation of 15 U.S.C. § 1692e;
- C. falsely representing the character, amount, or legal status of any debt in violation of 15 U.S.C. § 1692e(2)(A);
- D. falsely representing or implying that any individual is an attorney or that any communication is from an attorney in violation of 15 U.S.C. § 1692e(3);

- E. threatening to take action that cannot legally be taken or that is not intended to be taken in violation of 15 U.S.C. § 1692e(5);
- F. using unfair or unconscionable means to collect or attempt to collect any debt in violation of 15 U.S.C. § 1692f;
- G. attempting to collect any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law in violation of 15 U.S.C. § 1692f(1); and
- H. Failing to state the correct amount of the debt in violation of 15 U.S.C. § 1692g(a)(1).

37. As a result of Defendant's violations of the FDCPA, Plaintiff is entitled to an award of statutory damages, costs and reasonable attorney fees.

VI. COUNT TWO – FLORIDA CONSUMER COLLECTION PRACTICES ACT

38. Plaintiff repeats, realleges, and incorporates by reference the foregoing paragraphs.

39. Defendant's violations of the FCCPA include, but are not limited to, engaging in conduct which can reasonably be expected to harass the debtor in violation of Fla. Stat. § 559.72(7).

40. As a result of Defendant's violations of the FCCPA, Plaintiff is entitled to an award of statutory damages, costs and reasonable attorney fees.

VII. REQUEST FOR RELIEF

WHEREFORE, Plaintiff Rosie Rivera-Crouther requests that judgment be entered in her favor against Defendant Nationwide Collections, Inc. for:

- A. Statutory damages pursuant to 15 U.S.C. § 1692k(a)(2) in the amount of \$1,000.00;
- B. Statutory damages pursuant to Fla. Stat. § 559.77(2) in the amount of \$1,000.00;
- C. Costs and reasonable attorney fees pursuant to 15 U.S.C. § 1692k(a)(3) and Fla. Stat. § 559.77(2); and
- D. For such other relief as the Court may find to be just and proper.

VIII. JURY DEMAND

Plaintiff Rosie Rivera-Crouther hereby demands that this case be tried before a Jury.

s/ Craig M. Shapiro
Craig M. Shapiro
O. Randolph Bragg
HORWITZ, HORWITZ & ASSOCIATES, LTD..
25 East Washington Street Suite 900
Chicago, Illinois 60602
(312) 372-8822
(312) 372-1673 (Facsimile)

ATTORNEYS FOR PLAINTIFF ROSIE RIVERA

EXHIBIT A



Nationwide Collections, Inc.

805 Virginia Avenue
Suite 1
Fort Pierce, FL 34982-5881

Tel: (772) 465-3003
Fax: (772) 465-3004
Toll Free: 888-839-6158

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ROSIE RIVERA
2264 HUDSON CIR
AURORA, IL 60502-7340



January 31, 2008

Record number: C1/1750108

Dear ROSIE,

NEW! PAYMENT HOTLINE
CREDIT CARD OR CHECK BY PHONE, NO FEES
JUST CALL, TOLL FREE (866) 837-6013

Debt of \$ 16.94 originally owed to Columbia House, account number 50309207798

We are a debt collection agency. **We now own the above debt** originally owed by you to Columbia House. **UNLESS WE RECEIVE PAYMENT, WE ARE READY TO CONSIDER THE ISSUE OF LEGAL PROCEEDINGS IN THE COUNTY COURT.** Any court judgment could then make it difficult for you to obtain future credit. You might also have to pay additional legal costs. Such a judgment could also go on your credit report, affecting your ability to get credit, buy a home or a car. This default has not yet been reported to the Credit Reference Bureaus.

In your own interest, make payment in good time. Send it with this letter (sign and date the section at the bottom) in the reply paid envelope enclosed, so that any legal action can be prevented. Payment must be made to 'Nationwide Collections, Inc.' and you should quote the record number C1/1750108 - see above and below for payment options:

Yours sincerely,

Tom Lincoln

LITIGATION MANAGER

Unless you dispute the validity of the debt, or any portion thereof, within 30 days from the receipt of this notice, we shall assume the debt to be valid. If you notify us in writing within the 30-day period that the debt, or any portion thereof, is disputed, we shall obtain verification of the debt, or a copy of any judgment and mail a copy to you. Upon written request within the 30-day period we will provide you with the name and address of the original creditor, if different from the current creditor. As the creditor's agent, we have made every effort to verify the basis of the claim. Our organization is attempting to collect a debt and any information obtained will be used for that purpose.

1. Paying by check or money order: complete and return in the prepaid envelope we have provided.

I enclose my payment of \$ 16.94 to Nationwide Collections, Inc. Please prevent any legal action.

Signature _____ Date _____

ROSIE RIVERA

LEGAL SECTION USE ONLY: REF: C1/1750108 RECD: \$ 16.94

2. Paying by credit card: complete and return in the prepaid envelope we have provided.

Please Note: Charges will appear as P&J DCS on your statement.

Please circle card type: VISA or MASTERCARD

Card number: Amount Paid: \$ 16.94

Expiry date: Last 5 digits of card security number (on back of card)

Card holder name _____ Record Number: C1/1750108

Signature of cardholder _____ Date _____

Card holder billing address: _____
Street City State Zip code Tel No.

3. Paying by cash: Just take this letter, with \$ 16.94 in cash to any Wal-Mart and pay through MoneyGram, WAL-MART
MoneyGram receive code: 3370, Customer account number: C1/1750108, Nationwide Collections, Inc., Fort Pierce, FL

Tm.